Mansour's Innovations LLC — 25-Year Transferable Limited Warranty on Waterproofing Work

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mansoursinnovations.com/warranty/ · (586) 345-7292 · mansoursinnovations@gmail.com

The short version

This is a limited warranty. It covers our workmanship only, and Sections 4, 9 and 10 limit your rights. This summary and the FAQ are for convenience; Sections 1 to 13 control.

- **What's covered:** for 25 years from the Completion Date, we repair Leaks through the Covered Area caused by a defect in our workmanship. The Covered Area is only the wall surface, floor-wall joint, cracks and tie-rod holes we treated with interior, exterior or new foundation waterproofing or crack injection. Products we install, such as membrane, drain tile and pumps, carry only their manufacturers' warranties.
- **Repair or refund:** we choose the repair method, and our repair work is at no charge, but you pay to remove and replace anything in the way, such as drywall, flooring or landscaping. If the same covered Leak returns after two repair attempts, or repair isn't practical, we refund the price paid for that area, minus 4% per full year since the Completion Date. That is the only remedy.
- **Charges:** estimates are free. A warranty visit that finds no covered Leak carries our standard service charge (currently a $200 minimum).
- **Not covered:** French drains, dry wells and other drainage; sump pumps, pits and other equipment; plumbing; wall reinforcement; untreated areas; new cracks and structural movement; and water damage to your home or belongings (Section 4).
- **What you must do:** pay in full (no warranty until you do); do the maintenance in Section 7; let us inspect before anyone else repairs or changes our work; send written notice with photos within 30 days after you first notice water coming in; and give us access.
- **Transfer:** the new owner must send a written request within 30 days after closing, with proof of ownership and the invoice; pay for a transfer inspection (currently a $200 minimum); and sign our transfer acknowledgment (Section 6).
- **Limits:** we don't pay for water damage or other losses, and our total liability is capped at the price paid for the Covered Work (Section 9). Before suing, you must give us written notice and 60 days. Lawsuits have a one-year limit (Section 10).

1. Words used in this warranty

- **"We," "us," "our"** means Mansour's Innovations LLC, a Michigan limited liability company based in Shelby Township, Michigan.
- **"You," "your"** means the customer named on the contract or invoice who paid us in full for the Covered Work (the "original customer"), or a later owner of the Property who qualifies under Section 6. If the original customer isn't the owner, the owner can claim this warranty only after signing our transfer acknowledgment.
- **"Property"** means the address on your contract, invoice or Warranty Certificate.
- **"Covered Work"** means the waterproofing work we performed at the Property and listed on your contract, invoice or Warranty Certificate: interior waterproofing (our interior drain tile and wall membrane), exterior or new foundation waterproofing (our exterior membrane), or foundation crack injection (including tie-rod holes we inject). Pumps, pits and other equipment are never Covered Work.
- **"Covered Area"** means only the floor-wall joint length where we installed interior drain tile, the wall surface covered by our membrane, and each crack and tie-rod hole we injected, along the length we injected, not the rest of any wall. It is shown by the locations listed on your invoice or signed Warranty Certificate or in job photos we

gave you; if none, by the locations we actually treated, as shown by our job records and the installed work. General words such as "basement waterproofing" don't make the whole basement a Covered Area.

- **"Completion Date"** means the date the Covered Work was finished, as shown on your Warranty Certificate or invoice, or else the invoice date.
- **"Warranty Certificate"** means the certificate we sign and give you after the Covered Work is finished and paid for, listing the Covered Work, Covered Area and Completion Date. It controls over your invoice.
- **"Leak"** means liquid water that comes through the Covered Area and runs down the inside wall or collects on the floor. For interior waterproofing, a Leak is water that gets past our drain tile and membrane in the Covered Area onto the floor; water our drain tile collects and the pump removes is the system working. These are not Leaks: water that enters outside the Covered Area and travels to it; damp or discolored surfaces without running or pooling water; condensation, humidity and efflorescence; and water from any other source.

2. What this warranty covers

If, during the warranty period, water Leaks through the Covered Area because of a defect in our workmanship in performing the Covered Work, we will repair it, or give the refund described in Section 3. The warranty period is 25 years from the Completion Date. This is a promise to repair, not a promise that water will never get in, and a Leak by itself is not a breach of this warranty.

Workmanship only: we don't warrant the materials or products themselves, such as membrane, drain tile, injection material or pumps. They carry only their manufacturers' warranties, which we pass on to you where we can, with copies of the papers we receive.

New foundation waterproofing: coverage starts at backfill; the 25 years run from the Completion Date. Damage to our membrane from backfill, grading or compaction by others, and Leaks caused by drainage, grading or downspouts installed by others, aren't covered. If a builder hired us, the first buyer must complete the transfer steps in Section 6.

This warranty applies to residential and commercial waterproofing work. Different terms apply only as Section 8 allows.

3. What we will do

If you report water coming in through the Covered Area during the warranty period and follow Section 5, we will:

1. Inspect the Covered Area.
2. If we find a covered Leak, repair it at no charge for our repair work. You pay for access (Section 4, item 16). We choose the method and materials, which may differ from the original work, including whether to work from inside or outside. We schedule the repair within a reasonable time (Section 5, item 7).
3. If the same covered Leak returns after two repair attempts, or we decide repair isn't practical, give a refund instead.

Refund: the price paid to us for the Covered Work in the affected area, minus 4% of that price per full year since the Completion Date (after 10 full years, 60% is refunded). If your invoice doesn't price that area separately, we figure its share by linear feet treated, or by the number of cracks and tie-rod holes injected, not counting equipment or other work. We pay the current owner once the owner signs our release of claims about that area; if it isn't signed within 30 days, we may repair instead. A refund ends this warranty for that area.

Digging: if a warranty repair needs digging or cutting concrete, we do it, then backfill, rough-grade and patch with plain concrete. We don't replace sod, plants, pavers, decorative concrete or other finishes. You must tell us where private buried lines are, such as sprinkler, gas or septic lines. To the extent allowed by law, we aren't responsible for damage to private lines you didn't tell us about.

More than one cause: a Leak with more than one cause is covered only if a defect in our workmanship is the main cause, and then we repair only the part our workmanship caused. Fixing the other causes, such as grading, gutters or the sump pump, is your job.

If you refuse: if you don't allow the repair we offer within 30 days after we offer it, or you insist on a different method, our obligation for that Leak ends. We don't pay for repairs by others.

Warranty repairs don't extend or restart the warranty period.

4. What this warranty does not cover

This warranty does not cover:

1. **Work that isn't waterproofing,** even on the same job: French drains, exterior drain tile and footing drains, dry wells, yard drainage, regrading, downspouts, window wells, egress windows, excavation, concrete, steel beam or carbon fiber wall reinforcement, plumbing and sewer work, flood restoration and inspections. That work has only the warranty its own contract or invoice states in writing, plus any manufacturer's warranty. Digging, backfill and patching done for the Covered Work or a warranty repair count as part of that work.
2. **Equipment and product defects:** sump pumps, pits, lids, battery backups, check valves, alarms, discharge lines and other equipment, even when we install them; and defects in any product itself, including membrane, drain tile and injection material. Our workmanship in installing the drain tile, membrane and injection material that are part of the Covered Work stays covered.
3. **Areas we didn't treat:** other walls or parts of walls, the floor slab and floor cracks, windows, doors, window wells, chimneys, above-grade walls, garages, and openings outside the Covered Area.
4. **Areas we couldn't reach,** such as under porches, stoops, decks, driveways, patios and additions, or next to neighboring structures, unless your contract, invoice or Warranty Certificate says otherwise.
5. **New cracks and structural problems:** Leaks through new cracks or any part of a crack beyond the length we injected; and settlement, bowing, leaning or buckling walls, crumbling concrete, block or mortar, heaving, frost heave and foundation failure, and any Leak they cause. Normal minor movement doesn't end coverage of an injected crack unless the wall has moved enough to need structural repair, such as bracing, steel beams or carbon fiber.
6. **Water from other sources:** plumbing, appliance and HVAC leaks; sewer or floor drain backups; roof leaks and ice dams; and surface or flood water entering above ground level or through windows, doors or window wells.
7. **Moisture conditions:** condensation, humidity, dampness, sweating walls, efflorescence, staining, odors, mold, mildew, rot, radon and pests.
8. **Sump pump and power problems:** a pump that fails, is unplugged, loses power or can't keep up with the water (even if we chose or installed it), and a discharge line that is clogged, frozen, disconnected or damaged.
9. **Events beyond our control:** floods (overflowing rivers, lakes, streams, ditches or storm sewers covering normally dry land); any storm or flood for which a government emergency or disaster is declared; groundwater rising to ground level; earthquakes, fire, lightning, tornadoes, windstorms, sinkholes and other acts of God; and war, riots and vandalism. Normal rain and snowmelt soaking into the soil are not floods.
10. **Lack of maintenance** under Section 7.
11. **Changes after the Completion Date:** additions, new grading, landscaping, pools, sprinklers, trees, driveways or patios, and drilling, nailing or fastening into the membrane, the walls it covers or the floor over the drain tile.
12. **Damage by others:** other contractors, utility companies, you, tenants, guests, animals, tree roots, chemicals and misuse.
13. **Work by others:** a Leak caused or made worse by work on the Covered Area by anyone other than us, including work that cuts, punctures, removes, covers or fastens into our membrane, drain tile, ports or injected cracks. Warranty repairs must be done by us. If nobody cuts into, removes or changes our system, these are allowed: replacing the sump pump; emergency water removal and drying; removing wet finishes; and finishing in front of the Covered Area that doesn't touch, fasten into or cover our membrane, drain tile or ports and leaves access (Section 7).
14. **Natural clogging:** iron ochre, iron bacteria, silt and mineral buildup in drain tile or discharge lines.
15. **Appearance:** cosmetic issues and the look of patched or coated surfaces.
16. **Access costs:** removing and replacing drywall, framing, insulation, flooring, cabinets, stored items, decks, patios, pavers, decorative concrete, landscaping, fences or anything else in the way, except the digging, backfill and plain concrete patching we do in a warranty repair (Section 3).
17. **Damages:** damage to the building, finishes or belongings; water cleanup; mold remediation; loss of use; rent, hotel or relocation costs; lost income; lower property value; and other incidental or consequential damages (Section 9).

18. **Declined recommendations:** a Leak caused by a condition we told you about in writing for your Property (on your estimate, contract, invoice or Warranty Certificate) and recommended fixing, if it wasn't fixed.
19. **Customer-supplied materials** and work done to your specifications against our advice.
20. **Pre-existing and undisclosed conditions:** damage, mold, rot or deterioration that existed before our work; a Leak caused by a condition you knew about but didn't tell us; and conditions your contract, invoice or Warranty Certificate lists as existing or excluded.

5. How to make a warranty claim

1. **Notice:** within 30 days after you first notice, or reasonably should have noticed, water coming in, call (586) 345-7292 and send written notice with your name, the Property address and photos or video, by email to mansoursinnovations@gmail.com or by mail to the mailing address on your invoice. We'll confirm receipt by text or email; if we don't within 3 business days, call us.
2. **Call us first, and limit the damage.** Don't let anyone else repair or change our work before we inspect. You must take reasonable steps to limit damage, such as removing standing water and wet finishes and running fans or a dehumidifier.
3. **Access:** let us in during our normal hours (8 AM to 8 PM, every day), with anything blocking the Covered Area removed at your cost. If you don't give access within 30 days after we ask, our obligation for that Leak ends.
4. **Testing:** we may take photos and video, test the sump system, run water tests and, with your OK, open small test holes, which we patch but don't refinish. Move belongings and protect finishes near the area first. We can't decide a claim until you allow the tests we reasonably need.
5. **Proof:** show your contract, invoice or Warranty Certificate, and your signed transfer acknowledgment if you're a later owner.
6. **Visit charge:** a warranty visit is a diagnostic visit, not a free estimate. There's no charge if we find a covered Leak; otherwise our standard service charge applies (currently a $200 minimum). We'll tell you the charge before we schedule and get your OK before doing anything that costs more.
7. **Timing:** we schedule inspections and repairs within a reasonable time, during normal hours. Exterior work may wait for weather and ground conditions, and we aren't responsible for delays beyond our control, such as weather, frozen ground or material shortages. Our 24/7 emergency service is separate from this warranty and billed at our standard rates, which we tell you when you call, even if the Leak is covered.
8. **Decision:** after we inspect, we'll tell you in writing (text or email is fine) whether the Leak is covered. If you disagree, you can use Section 10.

Late notice: if your notice is late, we may deny the claim to the extent the delay made the Leak or the repair worse or the cause harder to find. We must receive notice before the warranty period ends, or within 30 days after it ends for a Leak first noticed in its last 30 days. Later claims aren't covered.

6. Transferring the warranty

The warranty can transfer to later owners of the Property for the rest of the original 25 years. Here, closing means any change of ownership, including a sale, land contract, foreclosure, gift or inheritance. To transfer it, all of these are required:

1. A written transfer request from the new owner (or the seller, before closing) within 30 days after closing (for earlier work, see Section 8).
2. Proof of ownership, such as a deed or closing statement, and a copy of the original invoice.
3. A transfer inspection, paid for by the new owner or seller at our standard service charge (currently a $200 minimum).
4. The new owner's signed transfer acknowledgment, accepting these terms, including Sections 9 and 10.
5. Payment in full for the original work, and a warranty that hadn't ended.

We then confirm the transfer in writing, listing the Covered Area and any existing problems this warranty doesn't cover. A covered Leak found at the inspection is handled as a warranty claim. A timely request doesn't lapse while we schedule

the inspection. No request is needed when the Property passes to the original customer's spouse or living trust; those owners are bound by these terms.

If these steps aren't completed, the warranty ends when ownership changes. A transfer doesn't extend the warranty period.

7. Your responsibilities

You must do the following. We don't cover a Leak, or any part of a repair, caused or made worse by not doing them.

- **Sump pump** (if your Covered Work drains to one): test it at least every 3 months and before the spring thaw by pouring water into the pit, and keep a record; keep it plugged in, with its lid on and its discharge line connected, open and unfrozen; and replace it when it wears out. We recommend a battery backup pump.
- **Drainage:** clean your gutters, keep downspouts draining at least 6 feet from the foundation (or into a working underground line), and keep the soil sloping away from the house, including topping off backfill that settles.
- **Protect the system:** don't drill, nail or fasten into the membrane, the walls it covers or the floor over the drain tile. If you finish the basement, follow Section 4, item 13, and keep the sump pit and any clean-out and inspection ports reachable.
- **Other:** fix plumbing leaks promptly, tell us about changes that affect drainage, and keep your contract, invoice, Warranty Certificate and any transfer acknowledgment.

8. Other conditions

- **Part of your contract:** your contract or proposal names this warranty and its version, and we give you a copy before you sign. When you sign, it becomes part of your contract, including Sections 9 and 10. Later owners agree by signing the transfer acknowledgment. Anyone claiming under this warranty or through you, including a co-owner or your insurer, is bound by all of it.
- **Entire warranty; no oral changes:** this warranty and your signed contract are our entire warranty on the Covered Work. Any contract, estimate, ad, website, post or conversation that mentions our warranty means this limited warranty. No one, including the owner, can change it in person, by phone, or by text, email or social media message. Different warranty terms apply only if a written contract signed by the owner of Mansour's Innovations LLC expressly refers to this warranty and states them.
- **Versions:** we may change these terms for future contracts. The version in effect on the date you signed your contract (or, with no signed contract, the date we started the work) applies. Work under contracts signed before November 5, 2026 follows "Earlier work." We keep every version and will send you yours on request.
- **Earlier work:** before November 5, 2026, our 25-year transferable warranty on waterproofing work was given by word of mouth, without written terms. For waterproofing work under contracts signed (or, with no contract, started) before that date, we honor a 25-year warranty under these terms, counted from the original Completion Date, unless a written contract or invoice from us states different warranty terms. Later owners may register it under Section 6; for ownership changes that closed before November 5, 2026, the registration deadline is November 5, 2027. This paragraph doesn't take away any right the law gives you.
- **Payment in full:** this warranty takes effect only after we receive payment in full for the Covered Work; the 25 years still run from the Completion Date. If the price is never paid in full, or a payment is reversed or charged back and not made good within 30 days after we ask, there is no warranty. A price we agree in writing to lower counts as paid in full. A Section 3 refund ends the warranty only for that area. We needn't do warranty work while anything you owe us is past due.
- **Company only:** this warranty is given by Mansour's Innovations LLC only. No owner, member, manager, employee or subcontractor gives it or is liable under it personally, and anyone who signs for us signs only for the company. To the extent allowed by law, you agree to bring any claim about this warranty or the Covered Work only against the company.
- **No third parties or assignment:** tenants, guests, neighbors, lenders and other contractors can't enforce this warranty. To the extent the law allows, you can't assign it or any claim under it, except to a later owner under Section 6.

- **Courtesy work; no waiver:** anything we do that this warranty doesn't cover, even for free, is a one-time courtesy that doesn't change it. Not enforcing a term once doesn't waive it.
- **Records and notices:** you allow us to photograph and video the work area at the job and at warranty visits, and to use those records to show the Covered Area and its condition. We send notices to the email, phone or address on your contract, invoice, claim or transfer request, and they count as given the day we send them. Tell us in writing if yours changes.
- **If we sell our business:** a buyer that agrees in writing to honor this warranty may take it over, and we'll tell you in writing. To the extent the law allows, the buyer is then responsible for it instead of Mansour's Innovations LLC.
- **Other terms:** we may use subcontractors for warranty work. This warranty is not an insurance policy, a home warranty plan or a service contract. Our standard service charge may change; the charge in effect when the service is performed applies.

9. Limits on our liability — please read

- **REPAIR OR REFUND UNDER SECTION 3 IS YOUR ONLY REMEDY UNDER THIS WARRANTY.**
- **TO THE FULLEST EXTENT ALLOWED BY LAW, WE ARE NOT LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES,** including water damage to the building, finishes or belongings, mold, loss of use, rent, relocation, lost income and lower property value.
- **TO THE FULLEST EXTENT ALLOWED BY LAW, OUR TOTAL LIABILITY FOR ALL CLAIMS COMBINED ABOUT THE COVERED WORK, WHETHER UNDER THIS WARRANTY, THE CONTRACT, NEGLIGENCE OR ANY OTHER THEORY, WILL NOT BE MORE THAN THE PRICE PAID TO US BY ANYONE FOR THE COVERED WORK, MINUS ANY REFUNDS WE HAVE PAID.**
- **TO THE EXTENT ALLOWED BY LAW, ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY OR WORKMANLIKE QUALITY, LAST ONLY AS LONG AS THE 25-YEAR WARRANTY PERIOD, AND THE LIMITS IN THIS SECTION APPLY TO THEM.**
- **THE LIMITS IN THIS SECTION APPLY TO YOU, TO LATER OWNERS AND TO ANYONE CLAIMING THROUGH YOU, INCLUDING YOUR INSURANCE COMPANY. THEY ARE SEPARATE FROM THE REMEDY IN SECTION 3 AND STILL APPLY IF THAT REMEDY FAILS FOR ANY REASON. THEY DON'T APPLY TO BODILY INJURY OR DEATH CAUSED BY OUR NEGLIGENCE, OR TO OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**
- Some States do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.
- **Your insurance:** this warranty doesn't pay for water damage to your home or belongings, so check your property insurance. To the extent the law and your policy allow, you and anyone claiming through you, including your insurer, give up any right to recover from us a loss your property insurance pays, except for our gross negligence or willful misconduct.

10. Disputes

- **Talk to us first:** before suing about this warranty or the Covered Work, you must give us written notice of the dispute and at least 60 days to inspect and try to resolve it. A time limit to sue that would end during those 60 days is extended to 30 days after they end. This doesn't limit your right to make an insurance claim, contact a government agency or post a review.
- **Time limit:** to the extent allowed by law, any lawsuit by you or anyone claiming through you about this warranty or the Covered Work must be filed within one year after the claim first accrues. A warranty claim accrues when we deny it in writing, or 60 days after your written notice if we haven't resolved it, whichever is earlier. Any other claim accrues when the Leak or problem is first discovered, or reasonably should have been. If the law requires a longer period, that period applies.
- **Michigan law:** Michigan law governs this warranty.

- **Legal fees:** each side pays its own attorney fees and costs, except where a law or court order requires otherwise. This doesn't change any contract term about collection costs.
- **Severability:** if a court decides any part of this warranty can't be enforced as written, that part applies as far as the law allows, and the rest still applies.

11. Our Workmanship Promise

This promise applies to every job we do. If something about our workmanship isn't right when we finish, such as work that doesn't match your contract, a rough patch or a missed section, tell us before we leave or in writing within 7 days after the Completion Date (for other jobs, the completion date on your invoice). We'll come back and correct it at no charge, within the scope of work in your contract or invoice, in the way we choose. It isn't a refund, and it doesn't extend or change this warranty.

12. Estimates and service charges

- **Estimates are free.** We come out, look at the problem and give you a price at no charge. An estimate is our opinion and a price, not a warranty, test, home inspection or report on your home's condition, so don't rely on it when buying or selling a home.
- **Diagnostic and testing visits** carry our standard service charge (currently a $200 minimum). These are visits where we physically check or test something, such as whether a sump pump works, including warranty visits that find no covered Leak and transfer inspections. We'll tell you the charge before we schedule. Our findings cover only what we checked.

13. Contact

Mansour's Innovations LLC · Shelby Township, Michigan · (586) 345-7292 · mansoursinnovations@gmail.com · Mail: the mailing address on your invoice · Open 8 AM to 8 PM every day, 24/7 for emergencies (billed separately; see Section 5, item 7).